

A RESOLUTION

6-5
99- R-1588

BY TRANSPORTATION COMMITTEE

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT TO THE CONCESSION OPERATING AGREEMENT WITH BENJAMIN BOOK, INC., FC-6050-94, A BOOKSTORE/NEWS/CAFÉ CONCESSION AT THE AIRPORT, TO CHANGE THE COMMENCEMENT DATE AND EXTEND THE TERM; AND FOR OTHER PURPOSES.

WHEREAS, Resolution No. FC-6050-94 adopted May 15, 1995, and approved May 21, 1995, authorized the award and execution of a lease agreement with Benjamin Book, Inc., under the Airport Concessions Program at the William B. Hartsfield Atlanta International Airport (the "Airport"), defining the commencement date as the earlier of either; (a) the completion of the phased-in redevelopment plan for the Premises as bid; or (b) March 31, 1996; and

WHEREAS, during the design and construction phase, the proposed tenant experienced unforeseen costs and delays, resulting in a delay in the completion of the tenant's concession space; and

WHEREAS, it is appropriate and reasonable to change the commencement date to April 10, 1996, extend the termination date of the lease and for the payment and collection of rent as set forth in the lease agreement; and

WHEREAS, the lease and amortization schedule for the base building improvements will be extended based upon the ratio of the number of concessions in service to the total number of concessions; and

WHEREAS, all remaining terms and conditions in the lease agreement will remain in effect, including but not limited to, terms providing for the payment of applicable percentage rates and pricing for goods and services; and

WHEREAS, the Aviation General Manager with the concurrence of the contracting airlines recommends that it is in the best interest of the City, the contracting airlines, the concessionaires, and the passengers that the commencement date be adjusted and the term extended.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ATLANTA that the Mayor be and is hereby authorized to execute on behalf of the City of Atlanta an amendment to Benjamin Book, Inc., FC-6050-94, concession agreement changing the commencement date and extending the term.

BE IT FURTHER RESOLVED that the City Attorney be and is hereby directed to prepare the amendment for execution by the Mayor.

BE IT FINALLY RESOLVED that the ~~amendment~~ shall not become binding upon the City of Atlanta, and the City of Atlanta shall not incur any obligation nor liability thereunder until the amendment is executed by the Mayor and delivered to Benjamin Book, Inc.

CITY OF ATLANTA



BILL CAMPBELL, MAYOR

**FIRST AMENDMENT TO
CONTRACT NUMBER FC-6050-94**

LEASE AGREEMENT FOR RETAIL (SERVICE) CONCESSION

CONCOURSE B

AT THE WILLIAM B. HARTSFIELD ATLANTA INTERNATIONAL AIRPORT
ATLANTA, GEORGIA

LANDLORD: CITY OF ATLANTA

TENANT: BENJAMIN BOOKS

**FIRST AMENDMENT TO
LEASE AGREEMENT FOR RETAIL (SERVICE) CONCESSION**

THIS FIRST AMENDMENT to the LEASE AGREEMENT dated December 26, 1995 between the **City of Atlanta**, a municipal corporation ("**Landlord**") and **Benjamin Books**, a Georgia corporation ("**Tenant**") (hereinafter referred to as the "1st Amendment") is made and entered into by the above referenced parties on **this** the _____ day of _____ 1999.

BACKGROUND

This 1st Amendment is made with reference to the following facts and objectives:

The Landlord and Tenant entered into Contract #FC-6050-94, Lease Agreement for Retail Service Concession (the "Lease"), under which the Tenant provides a retail concession for the accommodation and convenience of passengers and the public using Concourse B at the William B. Hartsfield Atlanta International Airport (the "**Airport**"). Due to unforeseen pre-Olympic construction costs and delays, it is necessary to modify certain terms of the Lease.

The Landlord and Tenant desire to adjust the Commencement Date and extend the Term of the Lease. Therefore, the above referenced Lease is amended to include the following additional terms and conditions; unless otherwise noted, all other terms and conditions of the Lease remain in force:

AMENDMENTS

2. Term

2.1 Commencement Date

This Lease is effective April 30, 1996 and shall continue thereafter for a term of **six** (6) years from the Commencement Date.

The Commencement Date is April 30, 1996

2.2 Initial Term

The **Term** shall commence on the **Commencement** Date and shall expire, unless sooner **terminated** or extended pursuant to **this 1st** Amendment, on the date (the “Expiration Date”) which is six **(6)** years **after** the **Commencement** Date.

Except **as** amended by **this 1st** Amendment the Lease remains in full force and effect.

AUTHORIZATION

Landlord’s obligations pursuant to **this 1st** Amendment will not become binding upon the City of Atlanta (the “City”) and the City will not incur **any** liability pursuant to **this 1st** Amendment until the formal written **1st** Amendment **is** authorized by the Atlanta City Council, signed and attested by the Tenant, approved and executed by the Mayor, attested to by the Municipal Clerk and delivered to Benjamin **Books**.

IN WITNESS WHERE OF, the parties hereto have executed this **1st** Amendment to the Lease in quintuplicate by their duly authorized officers. This First Amendment shall become effective upon the date of execution and attestation by the Mayor of the City of Atlanta.

BENJAMIN BOOKS

Attest: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

(Seal)

(Authorized Representative)

(Signatures Continued on Next Page)

ATTEST:

**CITY OF ATLANTA,
a municipal corporation,
of the State of Georgia**

Municipal Clerk
Date _____

Mayor

Approved:

Recommended:

Aviation General Manager

Chief Financial Officer

Approved as to Form:

Recommended:

City Attorney

Director, Bureau of Purchasing and
Real Estate

Recommended:

Chief Operating Officer